



NON-DISCLOSURE AGREEMENT

Whereas, In order to evaluate various potential associate candidates, practice purchasers, associateship opportunities and/or practice purchase opportunities (hereinafter "Transition Opportunities") the undersigned may be informed of, provided, presented and/or entrusted with various personal, business and other confidential information and documents by **Henry Schein Professional Practice Transitions** (hereinafter referred to as "**HS PPT**"), a division of **Henry Schein Financial Services, Inc.**, its agents, and/or representatives; and

Whereas, Disclosure of said confidential information, documents, and/or the names of the parties involved may result in serious economic and other consequences to the parties involved, including their agents, representatives and **HS PPT**;

Now, Therefore, the undersigned party hereby agrees as follows:

1. Except as provided in section 4. hereinafter, not to disclose or discuss any information, documents, the names of the parties or circumstances associated with any information disclosed to the undersigned by **HS PPT** or the party whose information is being disclosed, unless said disclosure has been authorized in writing by **HS PPT**.
2. Except as provided in section 4. hereinafter, not to disclose to anyone any ideas or concepts, information, documents, contracts, or procedures given to or discussed with the undersigned by **HS PPT** for the purpose of considering or entering into any agreement involving a Transition Opportunity for which **HS PPT** is providing transition consulting services.
3. Not to make any copies, reproductions or any other records of any information or documents presented to the undersigned for the purpose of evaluating a potential opportunity including any materials, contracts or other documents entrusted to the undersigned by **HS PPT** for the purpose of evaluating the Transition Opportunity.
4. Notwithstanding anything to the contrary contained herein or as previously prohibited, the undersigned shall be allowed to disclose to the undersigned's legal, accounting, or other personal advisor and/or spouse any information disclosed to the undersigned without obtaining the previously mentioned prior written consent, providing that the undersigned acknowledges and agrees to accept personal responsibility for any damages incurred as the result of any subsequent disclosure of that information by the party to whom the undersigned has disclosed said information.
5. To hold **Henry Schein Financial Services, Inc.** and its agents and representatives harmless from any action taken as a result of the undersigned's disclosure of said information, or the subsequent disclosure by any agent of the undersigned to whom said information was disclosed.
6. To return all materials, data, contracts, documents, or other materials entrusted to the undersigned immediately upon request by **HS PPT**.
7. Not to contact current or past employers, employees or representatives of prospective candidates without prior authorization from the candidate or **HS PPT**.
8. The undersigned agrees and acknowledges that the agreements made herein shall continue after the closing of any Transition Opportunity between the undersigned and the party whose information has been disclosed.

Name of Undersigned (*Please Print*)

Signature

Date